

Habitattitude™ User Rules

The following rules shall govern all third party use of the Habitattitude™ trademark, and all logos, symbols, taglines, related marks or signatures, or other uses associated therewith (Habitattitude™ Brand). All users of the Habitattitude™ Brand agree that they will comply with these rules, and that they will enter into a Brand User Agreement with the Pet Industry Joint Advisory Council (PIJAC) or such other entity as PIJAC may designate prior to any use of the Habitattitude™ Brand.

Brand Users shall comply with the Brand Standards Manual (Standards Manual) and agree that any and all use of the Habitattitude™ Brand shall be consistent with such Standards Manual. Any use of the Habitattitude™ Brand must be accompanied by a notice of trademark ownership as specified in the Standards Manual, and the user further agrees and acknowledges that any and all use of the Habitattitude™ Brand must incorporate partner logos and/or the partner names of PIJAC, the U.S. Fish & Wildlife Service, and NOAA's Sea Grant Program (Partners) as specified in the Standards Manual. Any deviation from this requirement must be authorized in writing in advance of such use.

Pursuant to terms of a congressionally funded program, non-governmental organizations (NGOs) are demonstrating their support for the Habitattitude™ campaign through financial and/or in-kind contributions. All such users of the Habitattitude™ Brand agree that they will provide to PIJAC or the FWS samples representative of where and how the Habitattitude™ Brand is used. Further; they will provide data indicating the volume of distribution and use of Habitattitude™ Brand and a reasonably estimated cost associated with the Brand User's participation in the campaign through use of Habitattitude™ Brand features. Such data is requested to be provided twice annually and will be used exclusively for cumulative evaluation and reporting relative to the scope, cost and success of the campaign, and data provided by any user will not be individually published. In no case may any use of the Habitattitude™ Brand features state, suggest or imply endorsement of a product, service or company.

Users of the Habitattitude™ Brand are being given no right, title or interest in or to the Habitattitude™ Brand features and all users agree that they will not challenge property right ownership or interest in the Habitattitude™ Brand features, nor will they facilitate others' such challenge, and will not register or attempt to register any domain names, trademarks, trade names, or other distinctive brand features that are similar to, or may be confused with, those of the Habitattitude™ Brand. Such limitations to legal challenge are inapplicable to the extent prohibited by law.

All Habitattitude™ Brand features are provided "as is." Users are not being granted any warranties, either expressed or implied by law, regarding the Habitattitude™ Brand features, including warranties of non-infringement. These limitations of warranty are inapplicable to the extent prohibited by applicable law. Users of the Habitattitude™ Brand may not assign any rights or delegate any obligations without explicit prior written consent. Failure to enforce any obligation to which a Habitattitude™ Brand user may be subject does not constitute a waiver of any provision of these rules, nor shall it constitute a waiver of any future obligation. Any right to use the Habitattitude™ Brand is subject to termination or modification and legal action may be taken against any use that fails to conform to these rules, or otherwise infringes any intellectual property right, or violates applicable law.

I have read over the terms of usage and agree to abide by them to support this unique partnership.

Name (print): _____
Organization: _____
Signature: _____
Date: _____



Habitattitude
PROTECT OUR ENVIRONMENT
DO NOT RELEASE FISH AND AQUATIC PLANTS
PIJAC • U.S. FISH & WILDLIFE SERVICE • NOAA'S SEA GRANT
www.Habitattitude.net

An ANS Task Force Partnership
Representing the Pet Industry
Joint Advisory Council, The U.S.
Fish & Wildlife Service and
NOAA's Sea Grant Program

For more information about the
campaign or this agreement,
contact either:

U.S. Fish and Wildlife Service
4401 N. Fairfax Drive
Arlington, VA 22203
Fax: 703-358-1800

**Pet Industry Joint
Advisory Council**
1220 19th Street, NW
Washington, DC 20036
Fax: 202-293-4377

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